



MATERION BRUSH INC.
14710 W. Portage River South Road, Elmore, OH 43416-9502
p 419.862.2745 www.materion.com

RECEIVED

APR 10 2018

April 6, 2018

OHIO E.P.A.
N.W.D.O.

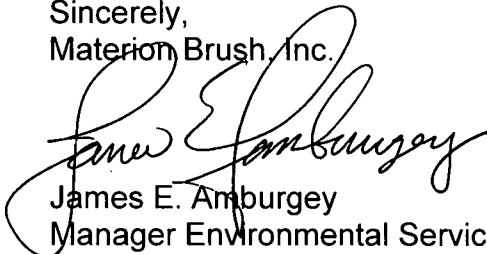
Ms. Dawn Pleiman
Ohio EPA NWDO – DERR
347 North Dunbridge Road
Bowling Green, Ohio 43402

**RE: Materion Brush Inc. – Evidence of Recording of Environmental Covenant
OHD 004 212 999**

Dear Ms. Pleiman:

As required by condition E. 14 "Unit 4 Compliance Schedule" of Materion Brush Inc.'s RCRA permit effective November 28, 2012, I have attached a recorded copy of the environmental covenant entered into by Materion Brush Inc. and Ohio EPA on February 7, 2018. The covenant was recorded with Ms. Virginia Park, Recorder, Ottawa County, Ohio on February 23, 2018. If you require additional information, please feel free to contact me at 419-862-4247 or james.amburgey@materion.com.

Sincerely,
Materion Brush, Inc.


James E. Amburgey
Manager Environmental Services

Enclosure

Entity: Materion Brush Inc
Doc Type: Covenant
Doc Subtype: _____
Program: RCRA-C-Hazardous Waste
County: Ottawa
Secondary ID: OHD 004 212 999

201800274359
Filed for Record in
OTTAWA COUNTY, OHIO
VIRGINIA M PARK, RECORDER
02-23-2018 At 11:39 am.
MISC 160.00
OR Book 1667 Page 718 - 733

RECEIVED

APR 10 2018

**To be recorded with Deed
Records - ORC § 317.08**

OHIO E.P.A.

N.W.D.O.

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Materion Brush Inc. ("Materion") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described in Section 2 herein (the "Property") to the activity and use limitations set forth herein.

WHEREAS, Materion has undertaken certain corrective measures with respect to portions of the Property pursuant to Ohio Administrative Code ("OAC") 3745-54-101 and Modified Ohio Hazardous Waste Facility Installation and Operation Permit No. 3-62-0042 issued to Materion by Ohio EPA on November 28, 2012 (the "Permit").

WHEREAS, Materion expects to undertake additional corrective measures with respect to other portions of the Property pursuant to OAC 3745-54-101 and future modifications to the Permit.

WHEREAS, the Property is owned by Materion.

WHEREAS, the corrective measures for the Property required by the Permit include the activity and use limitations set forth in this Environmental Covenant.

WHEREAS, the activity and use limitations protect against potential exposure to the hazardous substances in soil and groundwater on or underlying the Property.

WHEREAS, the Permit contains a summary of the corrective action activities undertaken at the Property, and the reports described in the summary detail the presence of hazardous substances on or underlying the Property. The Permit and corrective action files may be reviewed by contacting the site coordinator for the Materion site at the Division of Environmental Response and Revitalization, at Ohio EPA's Northwest District Office at 347 N. Dunbridge Road, Bowling Green, Ohio 43402, 419-352-8461, or Materion at 14710 W. Portage River South Road, Elmore, Ohio 43416, 419-862-2745.

Now therefore, Materion and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. **Property.** This Environmental Covenant concerns parcels currently numbered:

0170517306634001
0170178406407000
0170178406407002
0170072500674000
0170072500674001
0170178406405000

3. **Owner.** This property is owned by Materion ("Owner") with place of business located at 14710 W. Portage River South Road, Elmore, Ohio 43416.

4. **Holder.** Pursuant to ORC §§ 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. **Activity and Use Limitations.** As part of the corrective measures required under the Permit, Owner hereby imposes and agrees to comply with the following activity and use limitations.

a. The following Parcels are limited to industrial land use only, and shall not be used for residential activities, which shall include, but are not limited to: (i) Single and multi-family dwelling and rental units; ii) Day care centers and preschools; (iii) Correctional facilities; (iv) Transient or other residential facilities; and (v) Production of food-chain products by agricultural means for animal or human consumption:

0170178406407000
0170178406407002
0170072500674000
0170072500674001

0170178406405000 except for that portion of said Parcel described on Attachment A attached hereto and incorporated by reference herein.

- b. Groundwater underlying the following Parcels cannot be extracted for use for potable purposes:

0170517306634001
0170178406407000
0170178406407002
0170072500674000
0170072500674001
0170178406405000

In any event or action by or behalf of a person who owns an interest in or holds an encumbrance on the Property constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest on the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or Transferee, if applicable, shall, submit to Ohio EPA written documentation which complies with OAC rule 3745-50-42(B)-(D) before February of each year verifying that the activity and use limitations set forth herein remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE OTTAWA COUNTY RECORDER ON 2-23, 2018, IN [DOCUMENT 274359, or BOOK 1441, PAGE 718]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: (A) THE PROPERTY IS LIMITED TO INDUSTRIAL USE AND (B) GROUNDWATER CANNOT BE EXTRACTED FOR USE FOR POTABLE PURPOSES.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that show the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to Ohio EPA:

- A. that Owner is the sole owner of the Property;
- B. that Owner holds fee simple title to the Property and that Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- C. that Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- E. that Owner has determined that, with the exception of The Bank of New York Mellon Trust Company, N.A. (pursuant to those certain two "Open-End Mortgages and Security Agreements" dated April 1, 2011 and recorded on May 2, 2011 in the Ottawa County, Ohio Recorder's Office), no other person or entity owns an interest in or holds an encumbrance on the Property; and
- F. that Owner has obtained written consent from The Bank of New York Mellon Trust Company, N.A. to record this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, if applicable, and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law. The term, Amendment, as used in this Environmental covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one limitation remaining. The term, Termination, as used in this Environmental covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the director of Ohio EPA and by the Owner or Transferee, if applicable, of the Property or any portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any Amendment or Termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such instrument for recording with the Ottawa County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be in any way be affected or impaired.

14. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
15. **Recordation.** Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Ottawa County Recorder's Office.
16. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Ottawa County Recorder's Office.
17. **Distribution of Environmental Covenant.** The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to Ohio EPA and the Village of Elmore.
18. **Notice.** Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer

Or, send electronically to: records@epa.state.oh.us

And

Ohio EPA – Northwest District Office
347 N. Dunbridge Road
Bowling Green, Ohio 43402

Attn: DERR Site Coordinator for Materion Brush

As to Owner:

Materion Brush Inc.
14710 W. Portage River South Road
Elmore, Ohio 43416
Attn: James Amburgey

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

The undersigned represents and certifies that the undersigned is authorized to execute the Environmental Covenant.

IT IS SO AGREED:

MATERION BRUSH INC.

Walter G. Maxwell

Walter G. Maxwell, President Performance Alloys and Composites

State of Ohio)

County of Ottawa)

ss:

Before me, a notary public, in and for said county and state, personally appeared Walter G. Maxwell, President Performance Alloys and Composites of Materion Brush Inc., who acknowledged to me the execution of the foregoing instrument on behalf of Materion Brush Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 20 day of December, 2017.

Laura Garcia

Notary Public



LAURA GARCIA
Notary Public, State of Ohio
My Commission Expires 2-24-2018

[Signature Page – Materion Brush Inc.]

OHIO ENVIRONMENTAL PROTECTION AGENCY




Craig W. Butler, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 7th day of FEBRUARY, 2018.





Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

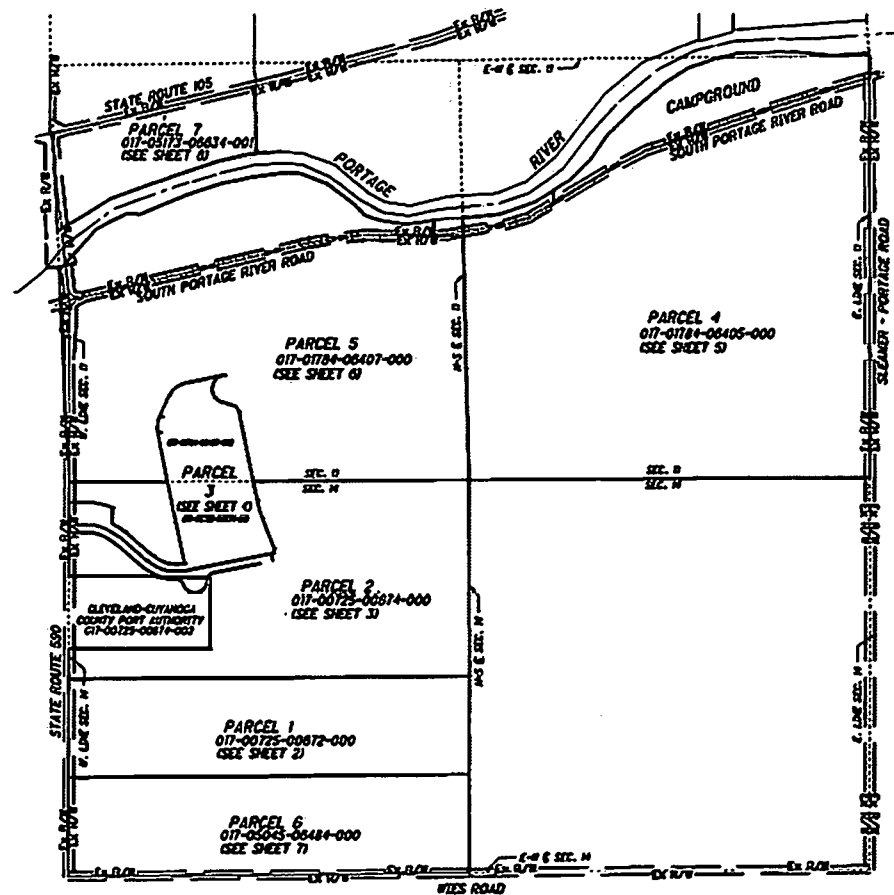
[Signature Page – Ohio Environmental Protection Agency]

This instrument was prepared by:

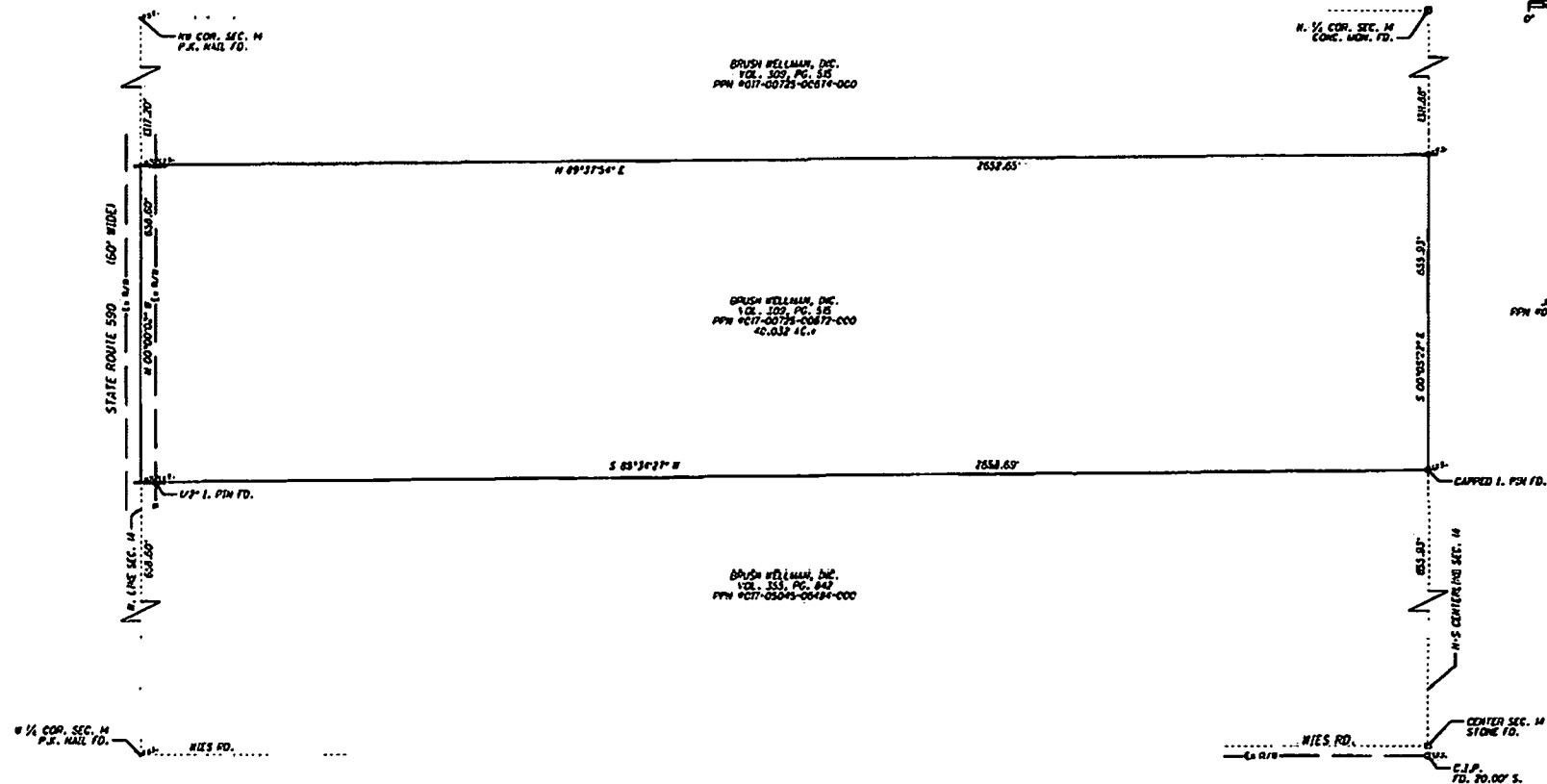
Thomas A. Hamilton, Esq.
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114

Attachment A

SHEET 1 OF 8



**BOUNDARY SURVEY
OF
OF THE N 1/2 OF S 1/2 OF THE NW 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 14 EAST,
HARRIS TOWNSHIP, OTTAWA COUNTY, OHIO
FOR
BRUSH WELLMAN, INC.**



LEGEND

- P.O.S. POINT OF BEGINNING
P.O.S. POINT OF BEGINNING
① FD. MONUMENTATION AS INDICATED
② SET BACK MARK
③ SET BACK MARK
④ SECTION CORNER

NOTES OF BEARING - N. 00°00'00" E.
ALONG THE WEST LINE OF SECTION 14
BASED ON AN ASSUMED SITE COORDINATE
SYSTEM USED AND SUPPLIED BY BRUSH WELLMAN.

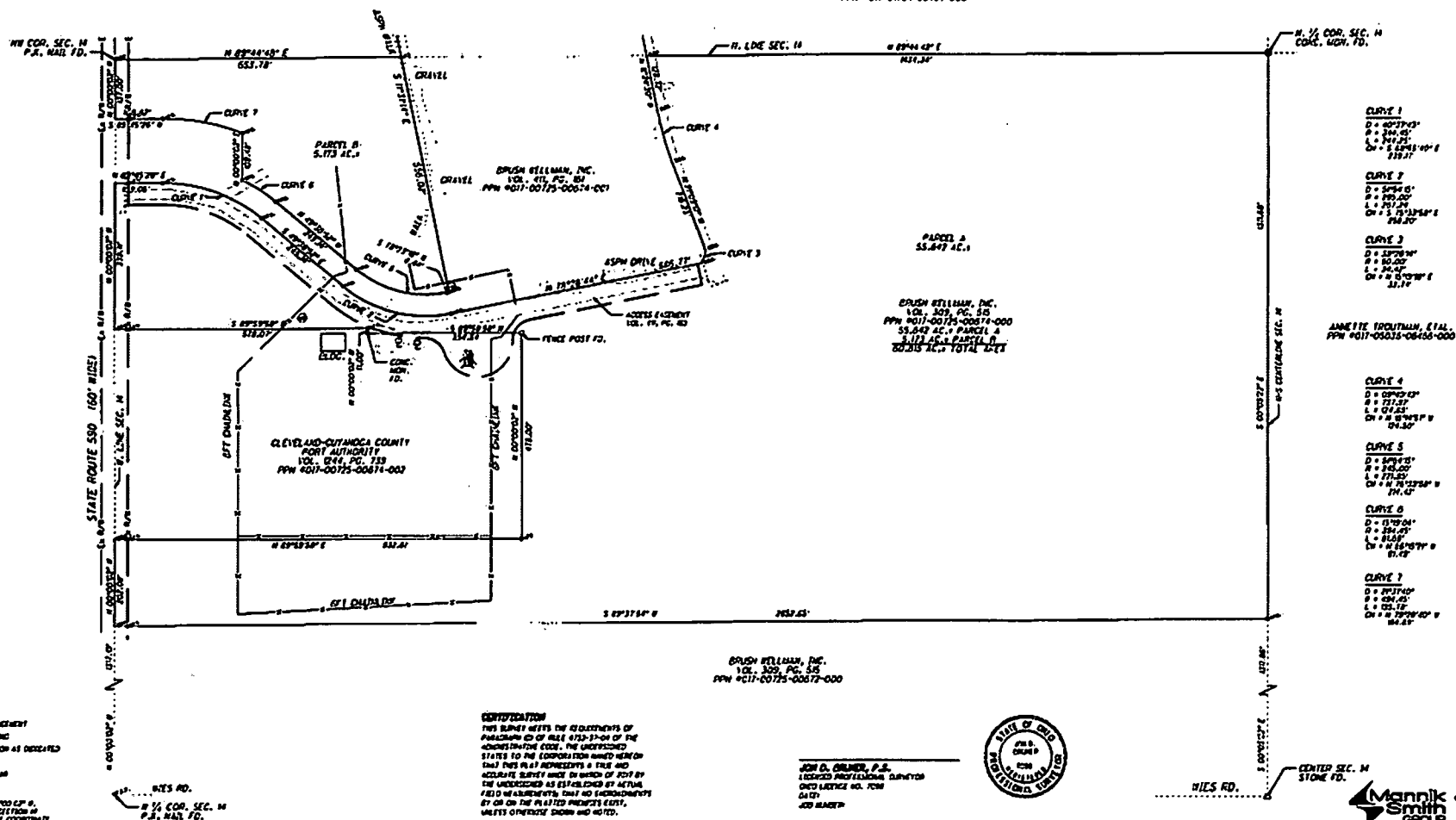
CERTIFICATION

THIS SURVEY MEETS THE REQUIREMENTS OF
PARAGRAPH 10 OF RULE 4723-13-01 OF THE
ADMINISTRATIVE CODE. THE UNDERSIGNED
STATES TO THE CORPORATION NAMED HEREON
THAT THIS PLAT REPRESENTS A TRUE AND
ACCURATE SURVEY MADE BY ME OR BY ME
UNDER THE SUPERVISION OF ME AS REQUIRED BY
THE UNDERSIGNED AS ESTABLISHED BY ACTUAL
FIELD MEASUREMENTS, THAT NO ENCROACHMENTS
EXIST ON OR ON THE PLATTED PROPERTY EXCEPT
THOSE SHOWN HEREON AND NOTED.

JOHN D. BREMER, P.E.
LICENSED PROFESSIONAL SURVEYOR
OHIO LICENSE NO. 7086
DATE:
JOB NUMBER



ERLSON BENTLEY COMPANY
VOL. 150, PG. 288,
VOL. 391, PG. 501
PPH 0017-01784-CA407-000



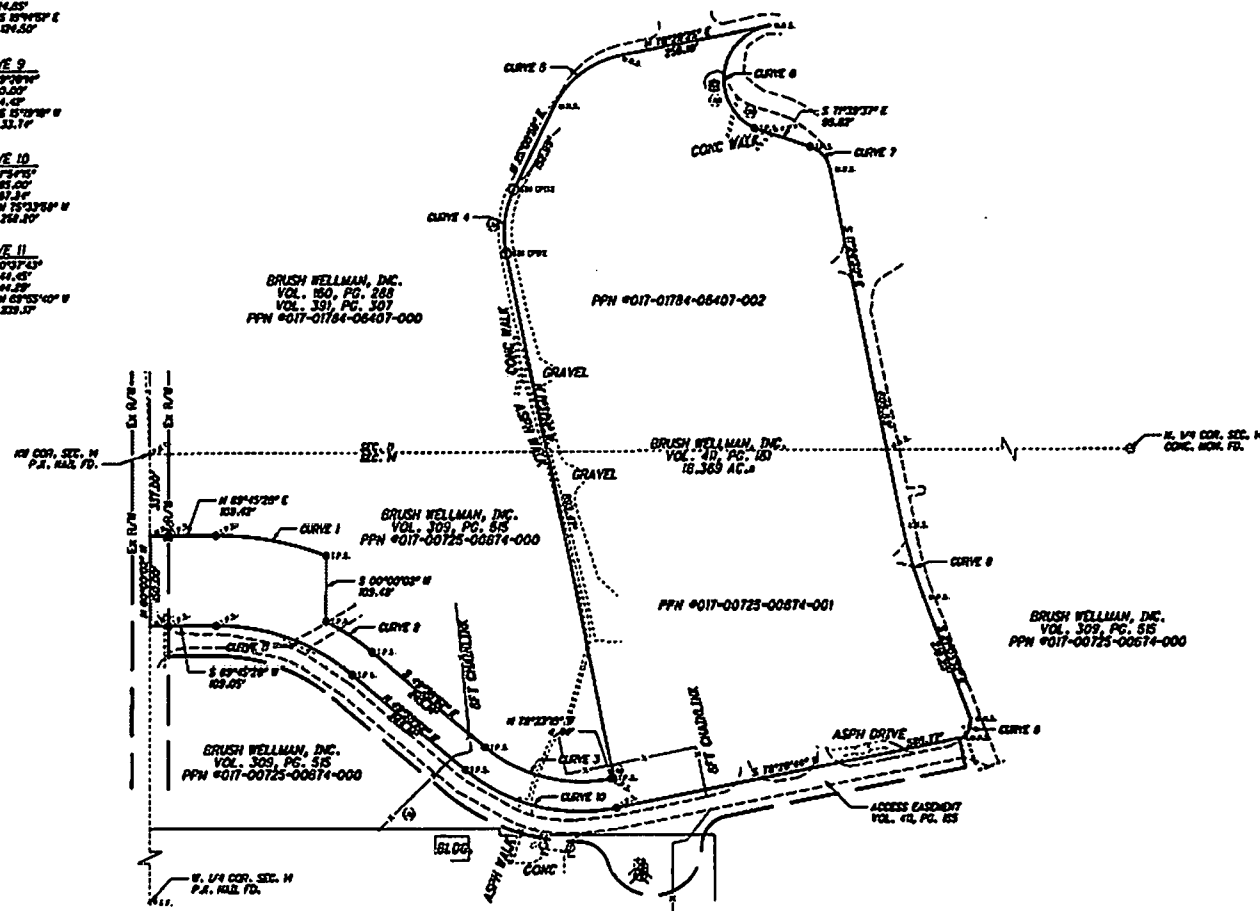
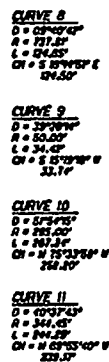
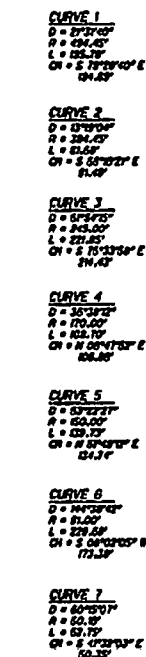
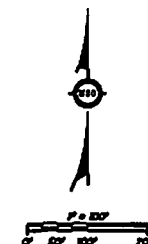
JOHN D. CRANER, P.S.
LICENSED PROFESSIONAL SURVEYOR
ONE LUTHER BL. 708
GA 317
JDC BLA378



**Mannik
Smith
GROUP**

— 800-872-0373
 604-273-0800
 Tel. 416-369-1277
 Fax 416-369-1277

SHEET 4 OF 8



CONFIDENTIAL

DHS EMPLOYEES HAVE THE RESPONSIBILITY OF PROTECTING US OF ALL CITIZENSHIP OF THE AMERICAN PEOPLE. THE CONFIDENTIAL STATUS TO THE COMPOSITION BASED SYSTEM DOES NOT PLAY SIGNIFICANTLY A ROLE AND ACCURATELY REFLECTS IN ORDER OF 10% BY THE CONFIDENTIAL AS ESTABLISHED BY ACTUAL FIELD RESEARCHERS. THE FIVE CONSEQUENCES BY ONE OF THE PLANNED PROGRAMS EXIST, UNDER EXTENSIVE REVIEW AND ACTION.



JOHN D. GILMER, P.E.
LEADING PROFESSIONAL SUPERVISOR
ONE LEICHT RD. 7000
DFTD
JRG 5/1/82



SHEET 5 OF 8



LESSON

P.O.E. POINT OF COMMENCEMENT
P.O.S. POINT OF RESCUE

① P.V. INFORMATION AS INDICATED
② P.V. INSURANCE OFFICE
③ P.V. BANK OFFICE
④ P.V. AND BUREAU
⑤ CITY AND HALL
⑥ CITY ST. JOHN ROAD
⑦ SECTION CORNER

BUILDING OF BUILDING - S. CONCEPT E.
ALONG THE EAST LINE OF SECTION 9
BUILT ON LOTS 10 AND 11 OF COUNTY
STREET CORNER AND CORNER OF STREET CORNER

CERTIFICATION
 THE SURVEY MEETS THE REQUIREMENTS OF
 PARAGRAPH 80 OF RULE 170.20(a) OF THE
 ADMINISTRATIVE CODE. THE UNDERSIGNED
 STATES TO THE COMMISSIONER THAT SHE
 HAS READ THE PLAT SPECIFICALLY AND THAT
 SHE ACCURATELY SURVEYED IN EACH OF THE
 400 OF THE PARCELS AS ESTABLISHED BY ACTUAL
 FIELD MEASUREMENTS. SHE HAS NO INFORMATION
 OF OR BY THE PLATTED PROPERTY OWNER,
 OR ANY OTHER PERSON, THAT SHE HAS
 BEEN FRAUDULENTLY DECEIVED.



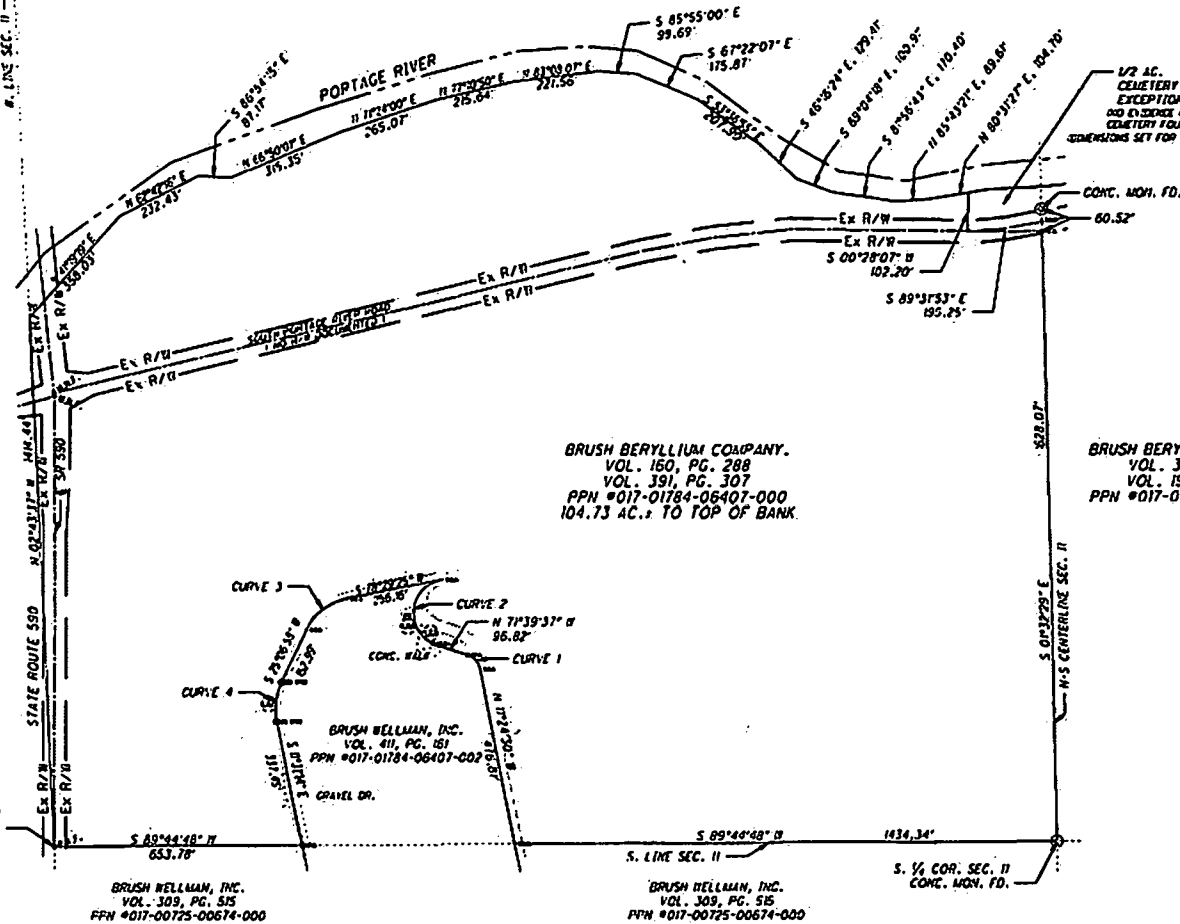
JOHN G. BREWER, P.E.
LICENSED PROFESSIONAL SURVEYOR
ONE LICENSE NO. 2099
DAVID
JAMES BREWER



**BOUNDARY SURVEY
OF
PART OF THE SW 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 14 EAST,
HARRIS TOWNSHIP, OTTAWA COUNTY, OHIO
FOR
BRUSH WELLMAN, INC.**



N. 1/4 COR. SEC. 11
MAG NAIL FD.



BRUSH BERYLLIUM COMPANY
VOL. 391, PG. 310
VOL. 198, PG. 405
PPN #017-01784-06405-000

CERTIFICATION
THIS SURVEY MEETS THE REQUIREMENTS OF PARAGRAPH 60 OF RULE 1733-37-04 OF THE OHIO REVISED CODE. THE UNDERSIGNED, LICENSED PROFESSIONAL SURVEYOR, CERTIFIES TO THE COMPLETION HEREOF AND THAT THIS SURVEY REPRESENTS A TRUE AND ACCURATE SURVEY MADE IN ACCORDANCE WITH THE UNDERSTANDING AS SET FORTH BY ACTUAL FIELD MEASUREMENTS THAT NO DIMENSIONS OF OR ON THE PLATTS HEREIN EXIST, UNLESS OTHERWISE SHOWN AND NOTED.

JOHN D. BRUNER, P.E.
LICENSED PROFESSIONAL SURVEYOR
OHIO LICENSE NO. 7236
DATE: 10/1/2008



10/1/2008 0:35:35 AM

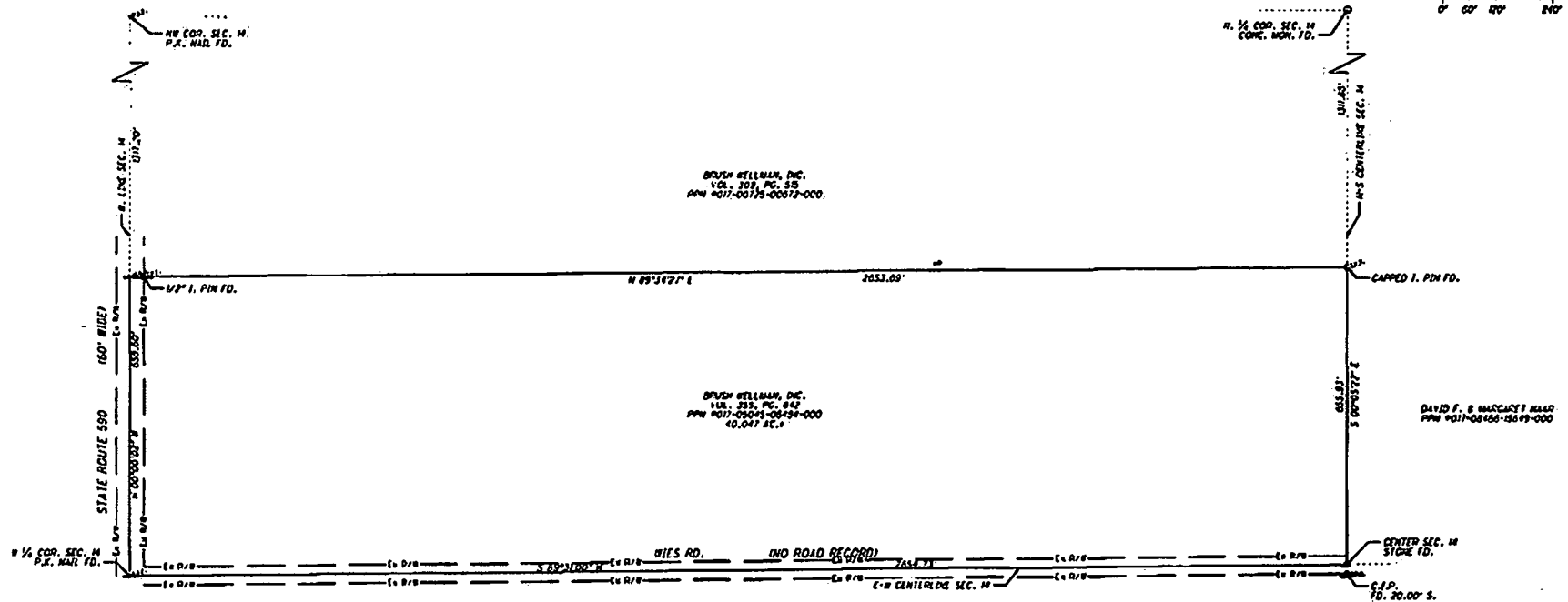
D:\Projects\Projects\A-E\06072009\CA\NLSURV\1182870239.BK05.dwg

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- FD. INFORMATION AS DECEASED
- U.S.S. SET MAG NAIL
- LA.S. SET 1/4" IRON REBAR
- SECTION CORNER

DATE OF RECORD = 11/01/2007
ALONG THE WEST LINE OF SECTION 11
SURVEYED ON AN ASSIGNED SITE COORDINATE
SYSTEM USED AND SUPPLIED BY BRUSH WELLMAN.

PAGE 7 OF 8

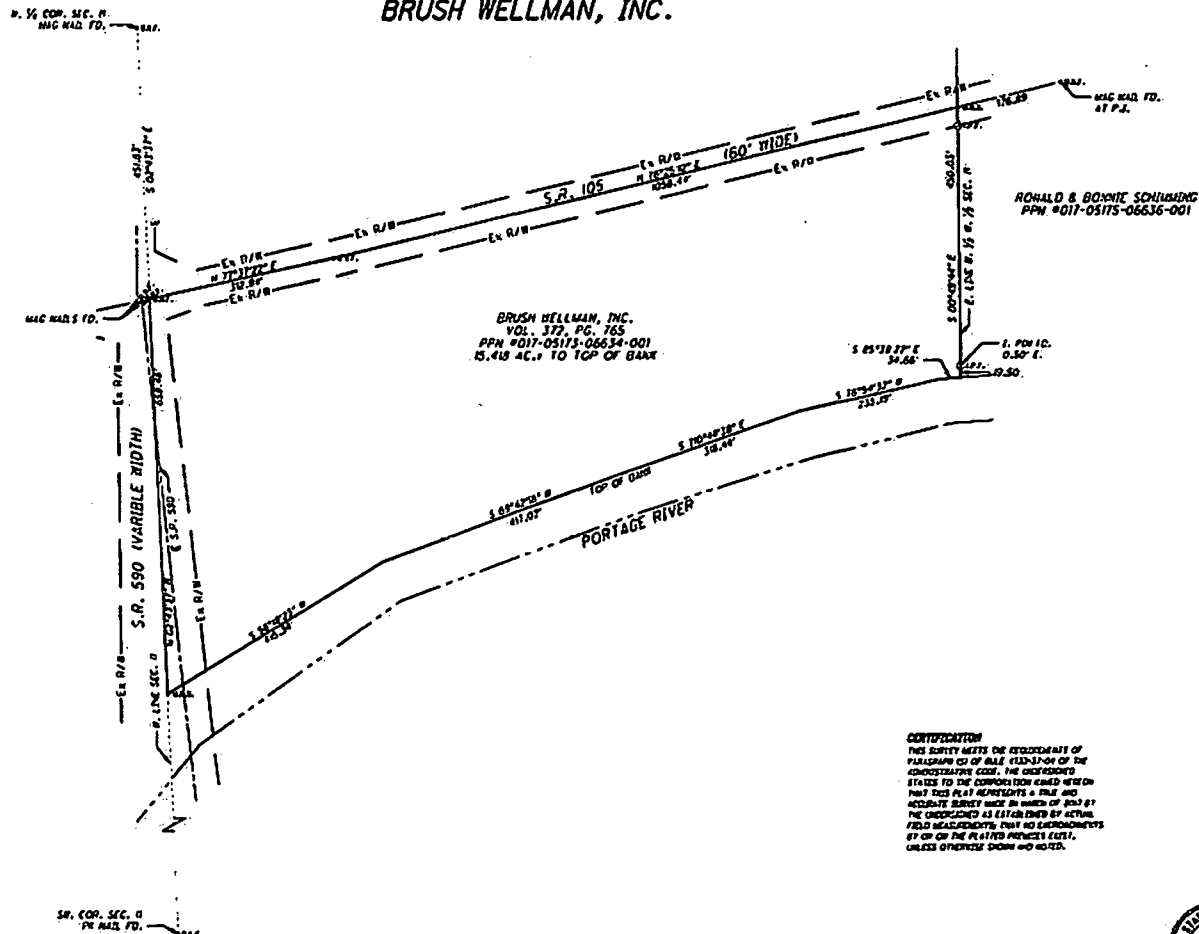


P.O.C. POINT OF COMMENCEMENT
P.O.D. POINT OF DEPARTURE
③ TO MONUMENTATION AS INDICATED -
• SEE SET MAPS
③ SEE SET MAP AGAIN
① SECTION CATCH
BASIS OF BEACONS - A. COORDINATE B.
ALONG THE WEST LINE OF SECTION IN
BASED ON AN ASSUMED SIZE COORDINATE
SYSTEM USED AND SUPPLIED BY ORIGIN SECTION.

CERTIFICATION
THIS SURVEY MEETS THE REQUIREMENTS OF
PARAGRAPH 6 OF RULE 4723-3-01 OF THE
ADMINISTRATIVE CODE. THE UNDERSIGNED
STATES TO THE CORPORATION NAMED HEREON
THAT THIS PLAT REPRESENTS A TRUE AND
ACCURATE SURVEY MADE IN ACCORDANCE WITH
THE REQUIREMENTS AS ESTABLISHED BY ACTON
FIELD MEASUREMENTS; THAT NO ENCROACHMENTS
BY OR ON THE PLATTED PROPERTY EXIST,
UNLESS OTHERWISE SHOWN AND NOTED.

JOHN D. BRUNER, P.S.
LICENSED PROFESSIONAL SURVEYOR
CNO LICENSE NO. 7030
DATE
JOB NUMBER





CERTIFICATION
THIS SURVEY MEETS THE REQUIREMENTS OF PARAGRAPH 53 OF RULE 113D-37.04 OF THE ADMINISTRATIVE CODE. THE UNDERSIGNED STATES TO THE COMMISSIONER THAT HE/HIS/IT HAS NOT THIS PLANT REPRESENTS A TRUE AND ACCURATE SURVEY MADE IN ACCORDANCE WITH THE UNDERSIGNED AS ESTABLISHED BY ACTUAL FIELD MEASUREMENTS THAT NO ENCROACHMENT IS OR ON THE PLANTED PERIMETER EXIST, UNLESS OTHERWISE SHOWN AND NOTED.

JOHN D. BREMER, P.S.
LICENSED PROFESSIONAL SWIFT FOR
OWO (HOUSE NO. 7059
CITY
JOHN BREMER



\\na\Projects\Projects A-E\B0070029\CA0\5-RVE\B0870029-BNC9.dgn 6/2/2017 10:52:27 AM